

NW

Norfolk and Western Railway Company
Law Department
Roanoke, Virginia 24042

RECORDATION NO. 9444-A
Filed 1428

NOV 19 1981 - 10 35 AM
INTERSTATE COMMERCE COMMISSION

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1-3231024

November 16, 1981

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. NOV 19 1981
Date
Fee \$12.00
ICC Washington, D. C.

Dear Mrs. Mergenovich:

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording with the Commission three (3) counterparts, properly executed and acknowledged, of the document described below.

This document is an Assignment and Assumption Agreement, a secondary document, dated as of September 1, 1981. The primary document to which it is connected is recorded under Recordation No. 9444. I request that this assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

LESSOR:	TC-78, a Partnership P. O. Box 218 Chicago Heights, Illinois 60411
LESSEE/ ASSIGNOR:	Illinois Terminal Railroad Company 8 North Jefferson Street Roanoke, Virginia 24042
ASSIGNEE/ NEW LESSEE:	Norfolk and Western Railway Company 8 North Jefferson Street Roanoke, Virginia 24042

The equipment covered by the document is generally described as follows:

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NOV 19 1981
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Mrs. Agatha L. Mergenovich
November 16, 1981
Page 2

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Identifying Marks and Road Numbers (both inclusive)</u>
25	61'1½" Bulkhead Flat Cars	FB	ITC 1400-1424

A fee of \$10.00 is enclosed. Please return two of the original counterparts, stamped with the Commission's recordation data, to J. G. Lane, Law Department, Norfolk and Western Railway Company, 8 North Jefferson Street, Roanoke, Virginia 24042.

A short summary of the document to appear in the index follows:

Assignment between Illinois Terminal Railroad Company, 8 N. Jefferson Street, Roanoke, Virginia 24042, and Norfolk and Western Railway Company, 8 N. Jefferson Street, Roanoke, Virginia 24042, dated as of September 1, 1981, and covering 25 Bulkhead Flat Cars numbered ITC 1400-1424, and connected to a Lease Agreement with Recordation No. 9444.

Very truly yours,



J. Gary Lane

w/JGL
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

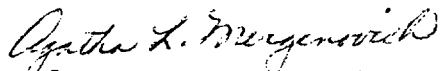
November 19, 1981

J. G. Lane
Asst. General Attorney
Norfolk & Western Rlwy. Co.
Law Department
Roanoke, Virginia 24042

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/19/81 at 10:35AM, and assigned re-
recording number(s). 9444-A, & 5278-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

ASSIGNMENT AND ASSUMPTION AGREEMENT

REGISTRATION NO. 9444-A
NOV 19 1981 10 35 AM
INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

TC-38, a Partnership ("Lessor"), and Terminal entered into a certain Equipment Lease dated as of May 23, 1978, as amended ("Equipment Agreement"), providing for the lease by Lessor to Terminal of the railroad equipment covered by the Equipment Agreement ("Equipment") upon certain terms and conditions described therein.

As of the date hereof, NW has acquired from Terminal substantially all the assets and business of Terminal.

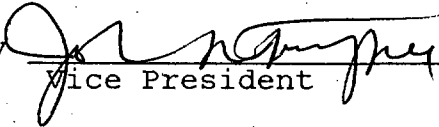
NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume all the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

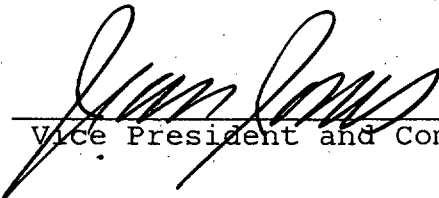
ILLINOIS TERMINAL RAILROAD COMPANY

By 
Vice President

Attest:


SECRETARY

NORFOLK AND WESTERN RAILWAY COMPANY

By 
Vice President and Comptroller

Attest:


Assistant Secretary

COMMONWEALTH OF VIRGINIA)
) ss:
 CITY OF ROANOKE)

On the 16th day of November, 1981, before me personally appeared John R. Turleyfill, to me personally known, who being by me duly sworn, says that he is the Vice President of Illinois Terminal Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dezora M. Martin
 Notary Dezora M. Martin

My Commission expires: May 29, 1984.

COMMONWEALTH OF VIRGINIA)
) ss:
 CITY OF ROANOKE)

On the 16th day of November, 1981, before me personally appeared Jean Jones, to me personally known, who being by me duly sworn, says that he is the Vice President and Comptroller of Norfolk and Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dezora M. Martin
 Notary Dezora M. Martin

My Commission expires: May 29, 1984.